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23; *Folsom* v. *Town of Underhill,* 36 Vt. 580. But, that these repairs must have been made by the city officials who have authority to accept and lay out streets, see *Ogle* v. *City of Cumberland,* 90 Md. 59; *People* v. *Underhill,* 144 N. Y. 316; *State of Maine* v. *Bradbury,* 40 Me. 154; *Reed* v. *Inhabitants of Scituate,* 5 Allen 120. It is on the principle enunciated in these last cases that the instant case seems to have been decided, since in that case it does not appear that the improvements were made by the direction or authority of the highway commissioners.

HOSPITALS—LIABILITY FOR SERVANT'S TORTS—LIABILITY FOR VIOLATION OF CONTRACTUAL DUTY.—Defendant was owner of a private hospital and contracted with the plaintiff to furnish her with a room, nurses' care, and the use of the operating room for an operation for which ether was to be administered. While under the influence of the anæsthetic the plaintiff was robbed of a valuable ring and the evidence tended to show that it was stolen by one of the nurses. No negligence on defendant's part was shown. *Held,* that though defendant was not negligent, and though the nurse, in stealing the ring, was not acting within the course of her employment, yet defendant was liable for the breach of his contractual duty to afford her protection, whether from employees or strangers. *Vannah* v. *Hart Private Hospital,* (Mass., 1917), 117 N. E. 328.

A master is liable for the neligent or even malicious torts of his servants so long as they are within the course of his employment as furthering, however remotely, the master's business, *Holler* v. *Ross,* 68 N. J. L. 324; and in some instances a master is liable for his servants' acts without the course of his employment, if they result in injury to those to whom the master owes a special duty of hospitality or protection. The most striking example of this is of course the liability of the common carrier. A steamboat company is liable for an assault on a passenger by a waiter employed in the lunchroom, *Bryant* v. *Rich,* 106 Mass. 180, and a railroad company for a brakeman's abuse of a passenger according to *Goddard* v. *Grand Trunk,* 57 Me. 202; and so is a sleeping car company for an attack by a porter on the occupier of a berth, *Nevin* v. *Pullman Palace Car Co.,* 106 Ill. 222. Although at first there was some conflict of authorities, the weight of recent decisions seems to be in favor of accepting the doctrine announced in the *Goddard Case, supra,* that the liability of a carrier is almost that of an insurer. But this exceptional liability has been ascribed to others who invite guests upon their premises, thereby impliedly warranting to them courteous treatment and personal safety. The same principle applies to innkeepers and theatre-proprietors in England almost without question, cf. 16 MICH. L. REV. 202; in the United States with less unanimity, but yet in a goodly array of authorities; *Overstreet* v. *Moser,* 88 Mo. App. 72; *Rommel* v. *Schambacher,* 120 Pa. 579; *Dickson* v. *Waldron,* 135 Ind. 507; and finally in the vexed case of *Clancy* v. *Barker,* (Neb.), 98 N. W. 440; though the same facts resulted in a contrary verdict, by a divided court, in 131 Fed. 161, on the theory that this extra liability applies only to carriers because of the extra hazard incidental to the service they offer. If the implied warranty contained in an

offer of and contract for service includes within itself a guarantee of protection and immunity from injury while enjoying said services, when the service is to be performed by a carrier, innkeeper, or theatrical manager, certainly the extension of that doctrine to include hospitals, the very essence of whose service is protection to the weak, is a logical development of the same idea.

INDICTMENT AND INFORMATION—AMENDMENT—ALLEGATION AS TO TIME.—Where an indictment charged the commission of an offense at an impossible date, to-wit, a date subsequent to that on which the indictment was found, *held,* that the indictment is defective in substance and can not be amended by the court. *People* v. *Van Every* (N. Y., 1917), 118 N. E. 244.

Substantial parts of an indictment are always drawn and presented by a grand jury and, if defective, must be amended by the grand jury because the indictment in its substantial parts must be solely the work of a grand jury. *Ex parte Bain,* 121 U. S. 1; *Hawthorn* v. *State of Maryland,* 56 Md. 530; *Patrick* v. *People of State of Illinois,* 132 Ill. 529; *State* v. *Squire,* 10 N. H. 558. Formal parts of an indictment, such as a formal conclusion, like "against the peace and dignity of the state", are inserted by a court without the concurrence of a grand jury because these parts were not originally the work of a grand jury. *Cain* v. *The State,* 4 Blackf. (Ind.) 512; *Hite* v. *The State,* 9 Yerg. (Tenn.) 198. An allegation of the date at which the offense was committed is, as the instant case holds, emphatically a substantial part of the indictment. *Sanders* v. *The State,* 26 Tex. 120; *Dickson* v. *State of Florida,* 20 Fla. 800; *State* v. *Sexton,* 3 Hawks (N. Car.) 184. Because informations, unlike indictments, are not the work of a grand jury they may be amended, with the court's consent, by the public officer, or officer of the crown, by whom they are presented. *Rex* v. *Wilkes,* 4 Burr. 2527; *Daxanbeklar* v. *The People,* 93 Ill. A. 553; *Long* v. *People of State of Illinois,* 135 Ill. 435.

INSURANCE — ACCIDENT INSURANCE — DEATH BY SUBMARINE — EXTERNAL, VIOLENT AND ACCIDENTAL MEANS.—An accident policy excepted from liability loss under any circumstances from firearms or explosives. The holder of such a policy was a passenger on the steamer Arabic which was sunk off the coast of Ireland. *Held,* the torpedoing of the vessel was not the direct cause of the death of insured where the facts tended to show that death arose from drawning. *Woods* v. *Standard Acc. Ins. Co. of Detroit,* (Wis., 1918), 166 N. W. 20.

The insuring clause of the policy provided that it insured the holder against bodily injuries effected solely by external, violent and accidental means, with the further provision that no benefits would be paid for injuries from firearms or explosives. There is no doubt but that if drowning was the proximate cause of the death that it is within the terms of the policy. *De Van* v. *Commercial Travelers' Mut. Acc. Ass'n of America,* 157 N. Y. 690. The question involved in this case is clearly that of proximate cause. Had the deceased been standing on some part of the ship where he would